

JUDGE KOELTL

2-752008
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.,

07 CIV 8188

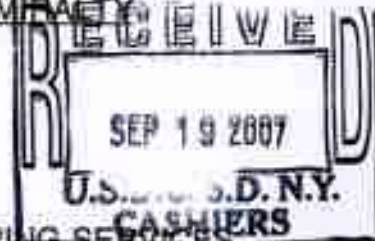
Plaintiff,

- against -

HAIER AMERICA TRADING, LLC,

Defendant.
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CIVIL COMPLAINT
IN ADMIRALTY



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant HAIER AMERICA TRADING, LLC, in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$2,514.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$2,514.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
September 17, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant HAIER AMERICA TRADING, LLC was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 1356 Broadway, New York, NY 10018.

II. Particulars:

1. Bill of Lading No. ZIMUORF138276, dated April 4, 2006, from Keasbey to Kingston via Elizabeth on the Vessel ZIM SHENZHEN, one (1) forty-foot Hi-Cube SAID TO CONTAIN: TELEVISION SETS, at the applicable tariff and/or Service Contract rate of \$2,514.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$2,514.00

III. Total Amount Due: \$2,514.00

SHIPPER / EXPORTER (NAME & ADDRESS) PIER AMERICA TRADING LLC 56 BROADWAY, HAIRER BLDG. NEW YORK, NY 10018		BOOKING No. OUR REF: 601949	BILL OF LADING No. 38276
CONSIGNEE (NAME & ADDRESS) D 2K ELECTRONICS LTD. EASTWOOD PARK ROAD JAGSTON 10, JAMAICA		FORWARDING AGENT F.M.C. No. FMC# 63 FORT FORWARDING, INC 50 BROAD STREET SUITE#701 NEW YORK, NY 10004	
NOT NEGOTIABLE (UNLESS CONSIGNEE TO ORDER) REF (NAME & ADDRESS) D 2K ELECTRONICS LTD. EASTWOOD PARK ROAD JAGSTON 10, JAMAICA		POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY) KEASBY	
FOR DEFINITION SEE CLAUSE 2 OVERLEAF ALL CARRIAGE BY (MODE)		REMARKS / EXPORT OR OTHER INSTRUCTIONS	
PLACES OF RECEIPT OF GOODS* (IF CONTRACTED FOR) KEASBY	PLACE OF RECEIPT OF GOODS* (IF CONTRACTED FOR) KEASBY	SEA WAYBILL *SERVICE CONTRACT NO. 610488*	
PORT OF DESTINATION* JAGSTON	PORT OF LOADING* ELIZABETH, NJ	FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)	

PARTICULARS AS FURNISHED BY SHIPPER			
MARKS & NOS. / CONT. NOS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CNT	X 40' HIGH CUBE DOOR -TO- PIER CONTAINER/S SLAC 457 CARTONS TELEVISION SETS AES OPTION NO SED REQUIRED-AES-OPT2 135533631-601949	12701KG 28000LB	
518022-40*-SEAL#0010057 457 PCS 28000LBS/12701KGS/HC			
COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT REGULATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			

DETAILS		TOTAL	
RIGHT PREPAID	FREIGHT	UNIT 2100.00	2100.00
PAID FOR SHIPMENT: 03/30/2006	BUNKER/FUEL	UNIT 250.00	250.00
BY	INTERNATIONAL	UNIT 6.00	6.00
PEPERS/LOAD/COUNT/STOW	INTERMODAL	UNIT 158.00	158.00
AD VALOREM FREIGHT		\$US 2514.00	

MERCHANT'S DECLARED VALUE OF GOODS: If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 23). NOTE: Received in apparent good order and condition, unless otherwise stated herein, no statement as to the nature of transportation (vessel, truck, rail or air) or nature of goods or packages or containers used to transport goods (specify herein) for carriage from the port of loading named herein to the place of receipt of goods as named herein, if contracted for, on a voyage as described and signed by this Bill of Lading and discharge at the port of destination or final destination named herein, if contracted for, subject to the terms, conditions, exceptions, limitations, and liabilities set forth herein and agreed.		IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this tenor and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to stand void.	
Weight, measure, marks, numbers, quality, contents and value as declared by the Merchant and entered on the Carrier's documents shall be deemed to be true and correct by all the parties, signatories, except where the Carrier's published Tare, Tare, Tare and Schedule, without exception, as fully as if they were all signed by the Merchant, and the Carrier undertakes to carry the goods to the place of destination and delivery as stated.		FREIGHT PAYABLE AT NORFOLK	
The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container relay service (see Cl. 1 overleaf) and Carrier's Container Rules and Tariffs (see Clauses 10, 11 and 12 overleaf).		NO. OF ORIGINALS ISSUED ZERO	
		PLACE AND DATE OF ISSUE NORFOLK, VA 04/04/2006	
		ZIM CONTAINER SERVICE As Agents for Zim Integrated Shipping Services Ltd As Carrier	

NON-NEGOTIABLE

IN VIEW OF THE DANGER OF FORGERY, SHIPPER'S VESSEL NOT TO CALL AT PORTS AND TO ENTER THE TERRITORY, MAINTAIN BY ANY AGENT COUNTERSIGNED BY THE STATE OF AMERICA, AND/OR ANY OTHER DOCUMENTS, PRIOR TO DELIVERY AT PORT OF DESTINATION (UNLESS IN WRITING ON SUBJECT TO FORCE MAJEURE).